

OCTOBER 31, 2003

CONTRACT PERIOD THROUGH ~~OCTOBER 31, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **METEOROLOGICAL INSTRUMENTS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 11, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LH/cl
Attach

Copy to: Clerk of the Board
L. G. Mace, Environmental Services
Sharon Tohtsoni ~~Monica Mendoza~~, Materials Management

(Please remove Serial 99064-X from your contract notebooks)

METEOROLOGICAL INSTRUMENTS

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for the items specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

This Call for Bid is to establish a one (1) year source of supply for various meteorological measuring devices as listed below and in addition, a blanket discount for related parts, supplies, and calibration or maintenance equipment as covered by current pricing documents.

All calibrations, repairs and adjustments to proposed equipment shall be able to be accomplished by competent technicians at the local Maricopa County facility. Any activity that must be or is recommended to be performed at the factory level shall be indicated and the estimated annual cost itemized in the bid.

Bidders may bid on all or any part of the following request for bids.

Cost for training by direct factory employed personnel shall be provided for both factory and on site (Maricopa County) locations.

Cost per man-hour for non-warranty, factory level, repair of the meteorological measuring devices shall be provided in the bid.

The County desires a minimum of two (2) years warranty coverage for parts and labor. Vendors state additional coverage costs (if any) in the pricing section of the bid.

2.0 TECHNICAL SPECIFICATIONS:

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
A <u>WIND SPEED AND DIRECTION MONITORS</u> (Six or more units required):	
1. General	
The wind monitor shall be designed to meet or exceed the accuracy and performance requirement established by U.S. Environmental Protection Agency (USEPA) Ambient Monitoring Guidelines for Prevention of Significant Deterioration (PSD). The wind monitor shall be designed to provide accurate readings while operating in various climates and conditions in an outdoor environment.	
2. Requirements - minimum	
a. The monitoring devices shall provide calibrated 0-1.0 volt full-scale outputs for use with data loggers.	
b. The monitoring devices shall be able to survive wind gusts of at least 100 mph.	
c. The monitoring devices shall operate on standard 115 VAC 50/60Hz power.	

- d. The monitoring devices shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL (VENDOR TO STATE COMPLIANCE OR DIVIATION)
e.	The monitoring devices shall be designed for durability and ease of maintenance.
f.	The monitoring devices shall be tower mountable on standard, one inch outside diameter, pipe.
g.	The monitoring device shall be a modular (single sensor head) unit incorporating both the wind speed and wind direction components (propeller and vane).
h.	The wind speed monitor shall be capable of measuring wind speeds of 0-90 miles per hour (mph) or greater.
i.	The wind speed monitor shall have a threshold of 1.0 mph or less.
j.	The wind speed monitor shall have an accuracy of ± 0.5 mph of true air speed or better.
k.	The wind direction monitor shall be capable of measuring 0-360° azimuth direction.
l.	The wind direction monitor shall have a threshold of 1.0 mph or better at 10° displacement.
m.	The wind direction monitor shall have an accuracy of $\pm 3^\circ$ or better.
n.	The sensor shall be capable of maintaining stable operation at operating temperatures from -20° to +150° Fahrenheit or better.
o.	The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies.
p.	The bid shall include a list of repair parts and an associated price list.
q.	The bid shall include an itemized estimate of the annual cost of consumable supplies.

- r. The bid shall include examples of the operational and equipment service manuals including calibration procedures.

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> s. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the wind speed and wind direction monitors. t. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>B <u>ULTRA-SONIC WIND SPEED AND DIRECTION MONITORS (One or more units required)</u></p>	
<p>1General:</p>	
<p>The wind monitor shall be designed to meet or exceed the accuracy and performance requirement established by U.S. Environmental Protection Agency (USEPA) Ambient Monitoring Guidelines for Prevention of Significant Deterioration (PSD). The wind monitor shall be designed to provide accurate readings while operating in various climates and conditions in an outdoor environment.</p>	
<p>2Requirements - Minimum</p>	
<ul style="list-style-type: none"> a. The monitoring devices shall provide calibrated 0-1.0 volt full-scale outputs for use with data loggers. b. The monitoring devices shall be able to survive wind gusts of at least 100 mph. c. The monitoring devices shall operate on standard 115 VAC 50/60Hz power. d. The monitoring devices shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation. e. The monitoring devices shall be designed for durability and ease of maintenance. f. The monitoring devices shall be tower mountable on standard, one inch outside diameter, pipe. 	

- g. The wind speed sensor shall be capable of measuring wind speeds of 0-90 miles per hour (mph) or greater.

2.0 **TECHNICAL SPECIFICATIONS:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> h. The wind speed sensor shall have an accuracy of $\pm .5$ mph of true air speed or better. i. The wind direction sensor shall be capable of measuring 0-360° azimuth direction. j. The wind direction sensor shall have an accuracy of $\pm 3^\circ$ or better. k. The sensor shall be capable of maintaining stable operation at operating temperatures from -20° to 150° Fahrenheit. l. The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies. m. The bid shall include a list of repair parts and an associated price list. n. The bid shall include an itemized estimate of the annual cost of consumable supplies. o. The bid shall include examples of the operational and equipment service manuals including calibration procedures. p. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the wind speed and wind direction sensors. q. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>C <u>BAROMETRIC (ATMOSPHERIC) PRESSURE SENSOR</u> (Four or more units required):</p>	
<ul style="list-style-type: none"> 1. General: The Barometric Pressure Sensors shall measure atmospheric pressure, over various ranges, from sea level to 7000 feet. The sensors shall be position insensitive and provide accurate, stable readings over a wide range of temperatures and weather conditions in an outdoor environment. 	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
2. Requirements - Minimum	
a. The sensors, in each range, shall convert absolute atmospheric pressure into a linear, proportional, 0-1.0 volt DC output for use with data loggers.	
b. The sensors shall operate on standard 115 VAC 50/60Hz power or regulated DC power.	
c. The sensors shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation.	
d. The sensors shall be designed for durability and ease of maintenance.	
e. The sensors shall be tower mountable.	
f. The sensors shall be capable of measuring atmospheric pressures at least from sea level to 7000 feet.	
g. The sensors shall have an accuracy of ± 1.35 millibar or better for each range.	
h. The sensors shall be capable of maintaining stable operation at operating temperatures from -20° to $+150^{\circ}$ F.	
i. The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies.	
j. The bid shall include a list of repair parts and an associated price list.	
k. The bid shall include an itemized estimate of the annual cost of consumable supplies.	
l. The bid shall include examples of the operational and equipment service manuals including calibration procedures.	
m. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the barometric pressure monitor.	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<p>n. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid.</p>	
<p>D <u>TEMPERATURE SENSORS (AMBIENT – OUTDOOR)</u> (Four or more units required):</p>	
<p>1. General:</p>	
<p>The temperature sensor shall be designed to provide accurate temperature readings while operating in various climates and conditions in an outdoor environment.</p>	
<p>2. Requirements - Minimum</p>	
<p>a. The temperature monitoring device shall provide calibrated 0-1.0 volt analog full-scale outputs for -50 to +150 degrees Fahrenheit minimum for use with data loggers.</p>	
<p>b. The monitoring device shall operate on standard 115 VAC 50/60Hz power or regulated DC power.</p>	
<p>c. The monitoring device shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation.</p>	
<p>d. The monitoring device shall be designed for durability and ease of maintenance.</p>	
<p>e. The monitoring device shall be tower mountable on standard, one inch outside diameter, pipe.</p>	
<p>f. The monitoring device operating range shall be from -50 to +150 degrees Fahrenheit.</p>	
<p>g. The monitoring device shall have an accuracy of $\pm 1\%$ or better within the operational range.</p>	
<p>h. The sensors shall be capable of maintaining stable operation at operating temperatures from -50° to +150° Fahrenheit.</p>	

- i. The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies.

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> j. The bid shall include a list of repair parts and an associated price list. k. The bid shall include an itemized estimate of the annual cost of consumable supplies. l. The bid shall include examples of the operational and equipment service manuals including calibration procedures. m. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the temperature monitors. n. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>E. <u>TEMPERATURE SENSORS (ROOM – INDOOR)</u> (Six or more units required):</p>	
<ul style="list-style-type: none"> 1. General: <p>The temperature sensor shall be designed to provide accurate temperature readings while operating in an indoor environment.</p> 2. Requirements - Minimum <ul style="list-style-type: none"> a. The temperature monitoring device shall provide calibrated 0-1.0 volt analog full-scale outputs for +32 to +120 degrees Fahrenheit minimum for use with data loggers. b. The monitoring device shall operate on standard 115 VAC 50/60Hz power or regulated DC power. c. The monitoring device shall be constructed of materials, which are resistant to corrosion, and temperature extremes. d. The monitoring device shall be designed for durability and ease of maintenance. 	

- e. The monitoring device operating range shall be from +32 to +120 degrees Fahrenheit or better.

2.0 **TECHNICAL SPECIFICATIONS:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> f. The monitoring device shall have an accuracy of $\pm 1\%$ or better within the operational range. g. The sensors shall be capable of maintaining stable operation at operating temperatures from -20° to 120° Fahrenheit. h. The bid shall include itemized prices for any required cables, calibration equipment, or bench assemblies. i. The bid shall include a list of repair parts and an associated price list. j. The bid shall include an itemized estimate of the annual cost of consumable supplies. k. The bid shall include examples of the operational and equipment service manuals including calibration procedures. l. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the temperature sensors. m. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>F. <u>TEMPERATURE DIFFERENCE (DELTA-T) SENSORS</u> (Two or more units required)</p>	
<ul style="list-style-type: none"> 1. General: <p>The temperature difference (Delta-T) sensor shall be designed to provide accurate temperature readings while operating in various climates and conditions in an outdoor environment.</p> 2. Requirements - Minimum <ul style="list-style-type: none"> a. The temperature monitoring device shall provide calibrated 0-1.0 volt analog full-scale outputs for -5 to $+20$ degrees Fahrenheit for use with data loggers. b. The monitoring devices shall operate on standard 115 VAC 50/60Hz power. 	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
c.	The monitoring devices shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation.
d.	The monitoring devices shall be designed for durability and ease of maintenance.
e.	The monitoring devices shall be tower mountable on standard, one inch outside diameter, pipe.
f.	The monitoring device shall have an accuracy of $\pm 2\%$ or better within the operational range.
g.	The sensors shall be capable of maintaining stable operation at operating temperatures from -20° to 150° Fahrenheit.
h.	The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies.
i.	The bid shall include a list of repair parts and an associated price list.
j.	The bid shall include an itemized estimate of the annual cost of consumable supplies.
k.	The bid shall include examples of the operational and equipment service manuals including calibration procedures.
l.	The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the Delta-T sensors.
m.	The bid shall include prices for any required radiation shields, cables, calibration equipment, or bench assemblies.
n.	The bid shall include the price of any required translator or signal conditioner as a separate item in the bid.

2.0 **TECHNICAL SPECIFICATIONS:** (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
G. <u>RAIN GAUGE</u> (One or more units required)	
1. General:	
The rain gauge shall be designed to provide accurate precipitation readings while operating in various climates and conditions in an outdoor environment.	
2. Requirements - Minimum	
a. The rain gauge shall provide calibrated 0-1.0 volt analog full-scale outputs for rain rates of 0 to 2 inches per hour for use with data loggers.	
b. The rain gauge shall operate on standard 115 VAC 50/60Hz power or regulated DC power.	
c. The monitoring device shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation.	
d. The monitoring device shall be designed for durability and ease of maintenance.	
e. The monitoring device operating range shall be from 0 to 2"/hour with a resolution of .01 inch or better at wind speeds up to 40 miles per hour.	
f. The monitoring device shall have an accuracy of $\pm 1\%$ within the operational range.	
g. The sensors shall be capable of maintaining stable operation at operating temperatures from -20° to $+150^{\circ}$ Fahrenheit or better.	
h. The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies.	
i. The bid shall include a list of repair parts and an associated price list.	
j. The bid shall include an itemized estimate of the annual cost of consumable supplies.	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> k. The bid shall include examples of the operational and equipment service manuals including calibration procedures. l. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the rain gauge. m. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>H. <u>RELATIVE HUMIDITY SENSORS</u> (Four or more units required)</p>	
<ul style="list-style-type: none"> 1. General: <p>The relative humidity sensors shall be designed to provide accurate relative humidity readings while operating in various climates and conditions in an outdoor environment.</p> 2. Requirements - Minimum <ul style="list-style-type: none"> a. The monitoring device shall provide calibrated 0-1.0 volt full-scale outputs for relative humidity ranges of 0 to 100% for use with data loggers. b. The relative humidity monitor shall operate on standard 115 VAC 50/60Hz power or regulated DC power. c. The monitoring device shall be constructed of materials, which are resistant to corrosion, temperature extremes, and direct solar radiation. d. The monitoring device shall be designed for durability and ease of maintenance. e. The monitoring device shall be tower mountable on standard, one inch outside diameter, pipe. f. The monitoring device operating range shall be from 0 to 100 percent relative humidity with a response time of 15 seconds or better. 	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> g. The monitoring device shall have an accuracy of $\pm 4\%$ or better within the operational range. h. The sensors shall be capable of maintaining stable operation at operating temperatures from -20° to 150° Fahrenheit. i. The bid shall include itemized prices for any required radiation shields, cables, calibration equipment, or bench assemblies. j. The bid shall include a list of repair parts and an associated price list. k. The bid shall include an itemized estimate of the annual cost of consumable supplies. l. The bid shall include examples of the operational and equipment service manuals including calibration procedures. m. The bid shall include prices for any equipment or special tools required for local maintenance, adjustment or calibration of the relative humidity monitors. n. The bid shall include the price of any required translator or signal conditioner as a separate item in the bid. 	
<p>I. <u>METEOROLOGICAL TOWER</u> (Two or more required)</p>	
<ul style="list-style-type: none"> 1. General: <p>The meteorological towers shall be easily erected. The Towers shall be designed to be installed with a variety of Mountings and in various climates and conditions.</p> 2. Requirements – minimum <ul style="list-style-type: none"> a. The towers shall be approximately 10 meters (33 feet) in height with a minimum of three inter-locking sections. b. The top section shall be approximately 10 feet tall and capable of being mounted as a separate Tower. 	

2.0 TECHNICAL SPECIFICATIONS: (continued)

ITEM DESCRIPTION	VENDOR PROPOSAL
<ul style="list-style-type: none"> c. The towers shall be constructed of tubular aluminum. d. The bid shall include prices for both standard and heavy-duty towers. The heavy-duty towers shall be capable of withstanding wind gust up to 100 mph. e. The bid shall include itemized prices for various bases and mounting options including ground mounts, roof mounts, and penthouse (side of building) mounts. f. The towers and/or base mounts shall enable the towers to be tilted/lowered to allow maintenance on equipment mounted on the towers. g. The bid shall include itemized prices of equipment to provide full height grounding of the towers for lightening protection. h. The bid shall include itemized prices of equipment to guy the towers for high wind conditions. 	

3.0 SUPPORTIVE SPECIFICATIONS:

3.1 DESCRIPTION:

Each bid shall include a complete description of the equipment to be furnished including manufacturer, model number or other identification, descriptive literature and specification/data sheet.

3.2 REPLACEMENT PARTS:

Replacement parts for the proposed equipment shall be available for at least five (5) years from date of purchase.

3.3 FACTORY AUTHORIZED SERVICE:

The successful bidder shall be capable of providing support for the repair and maintenance of proposed equipment. The facility shall be capable of the following functions:

- 3.3.1 Troubleshooting, repairing and maintaining the equipment.
- 3.3.2 Supplying repair parts for user repair and maintenance of the equipment.
- 3.3.3 Providing telephone support to resolve maintenance problems during normal service hours. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.4 INSTRUCTION AND REFERENCE MANUALS:

Instruction manuals are to be written so that a qualified technician can read and effectively interpret the contents. One (1) comprehensive operational manual and equipment service manual, including full schematic diagrams shall be furnished with each unit ordered. These manuals shall include the following minimum sections:

- 3.4.1 Complete description of operation.
- 3.4.2 Theory of operation.
- 3.4.3 Complete schematic diagrams (full size).
- 3.4.4 Trouble shooting information including chassis operating voltages.
- 3.4.5 Zero and span alignment instructions.
- 3.4.6 Calibration instructions.
- 3.4.7 List of replacement parts including illustrated parts breakdown.
- 3.4.8 Installation instructions.

3.5 ACCEPTANCE:

- 3.5.1 The bidder shall demonstrate to designated owner's representative and document the satisfactory operation and performance expectations as published by the manufacturer, the bid specifications and all other applicable requirements.
- 3.5.2 The bidder shall, at the owner's request, be able to provide complete and thorough training relevant to operation and maintenance to owner designated personnel.
- 3.5.3 One (1) operational manual of the system and components, in addition to maintenance instructions, calibration instructions and full schematics shall be provided with each ordered unit.
- 3.5.4 Any special tools, breakouts, and test jigs necessary to adjust, dismantle, or service the equipment shall be provided.
- 3.5.5 Final acceptance shall occur when all the above conditions are met.
- 3.5.6 The warranty period will be initiated upon acceptance.

3.6 GUARANTEE:

All equipment, units and components shall be guaranteed in accordance with the following clauses:

- 3.6.1 The successful bidder shall guarantee his product is free from defects in design and construction and that it will give continuous and efficient service under normal conditions for a period of 24 months from date of delivery. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

3.6.2 Guarantee that the equipment is the manufacturer's standard design and that no changes or substitutions have been made.

3.6.3 Guarantee and agree to replace promptly without cost of any nature to the County during the period of 24 months from date of delivery any and all parts failing because of defects in design and/or construction excepting those parts that may fail as a result of accident, fire, or negligence on the part of the operating personnel ("Promptly" in this case is defined to mean within 48 hours from time of demand).

3.7 **MANUALS**

One (1) comprehensive operational manual and equipment service manual, including schematic diagrams and calibration instructions, shall be provided for each unit ordered.

3.8 **EXCEPTIONS TO SPECIFICATIONS:**

The fact that a manufacturer chooses not to produce equipment or material to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

Bidders shall offer the equipment or material which comes closest to meeting these specifications. Where deviations from the specifications contained herein are necessary, the bidder shall note such deviations. Bidders shall state why, in their opinion, the equipment or materials they offer will render equivalent reliability, coverage and

. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire proposal.

3.9 **VENDOR PROPOSAL:**

Bidders are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in their proposal being rejected.

3.10 **DELIVERY:**

Delivery is required F.O.B. Destination within 30 days of receipt of purchase order.

3.11 **AWARD:**

The bid will be awarded to the lowest responsive/responsible bidder(s) meeting specification.

3.12 **MANUFACTURERS PRICE LIST:**

Bidders shall submit a current manufacturers price list(s) with their proposal and enter percent of discount offered from this list on items other than those listed on this contract. The price list shall include, but not be limited to, the price of the most commonly replaced components and parts as well as a price list of any expendable (i.e. filters, o-rings, pens, etc.) and the average time between replacement.

3.13 **CONTRACT RENEWAL:**

The County retains the option to renew this contract for four (4) one (1) year options, with a further provision that either party may cancel the purchasing portion of the contract on 30 days written notice. This provision in no way affects transactions which are in progress and covered by purchase order at the time of the cancellation of the purchasing provisions in this bid.

3.14 **PRICE REDUCTIONS:**

By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers. If, at any time during the contract period, your company offers a lower price to another customer, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

3.14.1 Cancel the contract, if it is currently in effect.

3.14.2 Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.

3.14.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

3.15 **MBE/WBE PARTICIPATION:**

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8600. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

3.16 **CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article MC1-905, to secure an administrative determination on this point.

4.0 SPECIAL TERMS & CONDITONS:

4.1 **CONTRACT LENGTH:**

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

4.2 **OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.3 **INDEMNIFICATION**

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

- 4.3.1 **Commercial General Liability.** **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 4.3.2 **Automobile Liability.** **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.3.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

4.4 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.5 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

4.6 VENDOR'S PROPOSAL COLUMN:

Bidders are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in their bid being rejected. Bidder should state either "can comply" or "can't comply".

4.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

4.8 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within thirty (30) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

4.9 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the

Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

4.10 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

4.11 STOCK:

The successful Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

4.12 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

4.13 INSTALLATION:

The successful Contractor's price shall include delivery and setup in complete operating condition.

4.14 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

4.15 WARRANTY:

The minimum warranty period shall be twentyfour (24) months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

4.16 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

4.17 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

4.18 SAMPLES:

Bidders may be requested to furnish samples of operational and equipment service manuals proposed for examination by the County. Any items so requested shall be furnished within three (3) working days from date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

4.19 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 4.19.1 Documentation from the manufacturer that the product or model has been discontinued.
- 4.19.2 Documentation that names the replacement product or model.
- 4.19.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 4.19.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 4.19.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

4.20 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

4.21 EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

4.22 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a factory authorized service station. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

4.23 MANUALS:

Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor, with each unit order as part of Purchase.

4.24 TRAINING:

The successful Contractor shall provide a minimum of 2 days to completely Train County personnel in the use and care of the equipment.

4.25 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive.

Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to these contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

4.26 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

4.27 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested, one (1) sets of catalogs/pricing documents shall accompany any additional pricing offered.

4.28 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

4.29 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may** be considered non-responsive and not eligible for award consideration.

4.30 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered** will be considered in the evaluation **price analysis process**.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

4.31 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 4.31.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 4.31.2 Vendor proposal column/section, MANDATORY
- 4.31.3 Pricing pages, MANDATORY
- 4.31.4 Copies of Catalogs/Pricing Documents Mandatory
- 4.31.5 Mix designs for each mix submitted, MANDATORY
- 4.31.6 Literature, Technical and Descriptive, MANDATORY
- 4.31.7 Vendor Information, MANDATORY
- 4.31.8 Agreement page, MANDATORY
- 4.31.9 References Mandatory

4.32 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Consultant: Larry Hall
Department Of Materials Management
Telephone: (602) 506-8715

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

5.0 CONTRACT TERMS AND CONDITIONS:

5.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

5.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

5.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

5.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

5.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

5.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

5.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

5.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

5.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

5.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

5.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

5.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

5.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.19 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

5.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

5.21 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

5.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

5.23 PRICE REDUCTIONS:

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 5.23.1 Cancel the Contract, if it is currently in effect.
- 5.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 5.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

5.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

ENCON2 SYSTEMS INC., PO BOX 5811 335 E JACARANDA STREET, MESA, AZ 85201

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☐ YES ☐ NO Not Now

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C665501/B0603756

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.1 Wind Speed and Direction Monitors: \$ 1,040.34 /each
Manufacturing & Product #: RM Young 05305V
Warranty (2 yrs. Min.) define: 1yr. Extended 1% list/mo by RM Young
Estimated annual cost of consumable supplies, per unit: \$ 15.20

1.2 Repair Parts/Consumables Listing (to include mounting equipment, radiation shields, calibration and testing equipment and other items necessary for the maintenance and operation of the unit(s) offered) (list below catalog/price list, effective date and discount offered):

Catalog Number 18446 0.5/ft
Effective Date 01/01/10
Price Discount from list No Discount

1.3 List below (define) labor rates, conditions for repair/service: \$ 60.00/hr. by RM Young
County Location: USA
Vendor Location: Michigan

7.1 Rain Gauge: \$ 423.32 4,233.32 /each
Manufacturer & Product #: RM Young
Warranty (2 yrs. min.) define: 1yr. Extended 1% list/mo by RM Young

7.2 Repair Parts/Consumables Listing
(list below catalog/price list, effective date and discount offered):

Catalog Number 18641 Cable 0.40/ft
Effective Date 01/01/01

7.3 List below (define) labor rates, conditions for repair/service: \$ 60.00/hr. by RM Young
County Location: USA
Vendor Location: Michigan

8.1 Relative Humidity Sensors: \$ 370.54 /each + Temperature
Manufacturer & Product #: RM Young 41372YF
Warranty (2 yrs. min.) define: Young 1yr. Extended 1% list/mo by RM

ENCON2 SYSTEMS INC., PO BOX 5811 335 E JACARANDA STREET, MESA, AZ 85201

8.2 Repair Parts/Consumables Listing
(list below catalog/price list, effective date and discount offered):
Catalog Number 18723 Cable 0.60
Effective Date 010/010/01
Price Discount from list No Discount

List below (define) labor rates, conditions for repair/service: \$ 60.00/hr at RM Young
County Location: USA
Vendor Location: Michigan

9.1 Meteorological Tower (Two or more required): \$ 888.24 / each
Manufacturer &Product #: Rohn 25G Galvanized
Warranty (2 yrs. min.) define:

9.2 Repair Parts/Consumables Listing
(list below catalog/price list, effective date and discount offered):
Catalog Number 25G 193.33X2 0.59/ 25AGZ 228.33/
BH25G 193.33/ GH25GH 126.67

	LIST	DISCOUNT	PRICE
Option. A: 30ft. Heavy Duty Telescoping H30 Rohn	\$ 77.83	3%	\$ 75.50
Option. B: 40ft. Aluminum tower by Met One	\$1,675.00	0%	\$1,675.00
Option. C: 34ft. Aluminum HD w/s ft 3/4" mast	Met one 970895		\$ 605.00

Terms: NET 30

Federal Tax ID Number 86-0898388

Vendor Number: 860898388 A

Telephone Number: 480/668-5636

Fax Number: ~~480/668-5636~~ 480/668-7999

E-Mail Address: gwbrewer@aol.com

Contact Person George Brewer

Contract Period: To cover the period ending ~~October 31, 2002.~~
October 31, 2003

MET ONE INSTRUMENTS INC. 1600 WASHINGTON BLVD., GRANTS PASS, OR 97526

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☒ YES ☐ NO 2 ADD'L %
REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTS

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C665501/B0603756

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

- | | | |
|-----|--|---|
| 2.1 | Ultra-Sonic Wind Speed and Direction Monitors:
Manufacturer & Product #:
Warranty (2 yrs. min.) define: | <u>\$ 1,275.00/each</u>
MET ONE 50.5
See Attached |
| 2.3 | List below (define) labor rates, conditions for repair/service:
County location:
Vendor location: | 750/day + Air & Lodging (standard)
55/hour parts not included (standard) |
| 3.1 | Barometric (Atmospheric) Pressure Sensor
Manufacturer & Product #: | \$ 382.50 /each
MET ONE 090D |
| 3.2 | Repair Parts/Consumables Listing
(list below catalog/price list, effective date and discount offered):
Catalog/Price Listing
Discount from list | 410005 Portable aneroid calibrator
10% |
| 3.3 | List below (define) labor rates, conditions for repair/service:
County location:
Vendor location: | 750/day + Air & Lodging (standard)
55/hour parts not included (standard) |
| 4.1 | Temperature Sensors: (Ambient - Outdoor)
Manufacturer & Product #: | \$ 127.50 /each
064 - 1 |
| 4.3 | List below (define) labor rates, conditions for repair/service:
County location:
Vendor location: | 750/day + Air & Lodging (standard)
55/hour parts not included (standard) |
| 5.1 | Temperature Sensors: (Room - Indoor)
Manufacturer & Product #:
Warranty (2 yrs. min.) define: | \$ 318.75 /each
MET ONE 592
2 year standard-see attached |
| 5.3 | List below (define) labor rates, conditions for repair/service:
County location:
Vendor location: | 750/day + Air & Lodging (standard)
55/hour parts not included (standard) |

MET ONE INSTRUMENTS INC. 1600 WASHINGTON BLVD., GRANTS PASS, OR 97526

- 6.1 Temperature Difference (Delta-T) Sensors: \$ 170.00 /each
 Manufacturer &Product #: Met One Ph 062
 Warranty (2 yrs. min.) define: Standard 2 years
- 6.3 List below (define) labor rates, conditions for repair/service:
 County location: 750/day + Air & Lodging (standard)
 Vendor location: 55/hour parts not included (standard)

Terms: NET 30

Federal Tax ID Number 93-1007023

Vendor Number: 931007023

Telephone Number: 541/471-7111

Fax Number: 541/471-7116

E-Mail Address: ppomponi@netone.com

Company Web Site: www.metone.com

Contact Person Peter Pomponi

Contract Period: To cover the period ending ~~October 31, 2002~~

October 31, 2003